Supreme Court, U.S.
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No. 90-1684

In The

Supreme Court of the United States

October Term, 1990

ROBERT P. BREWER, Natural Guardian and Duly-Appointed Next Friend of ROBERT C. BREWER,

Petitioner,

v.

LINCOLN NATIONAL LIFE INSURANCE COMPANY,

Respondent.

Petition For A Writ Of Certiorari To The United States Court Of Appeals For The Eighth Circuit

BRIEF IN OPPOSITION TO PETITION FOR A WRIT OF CERTIORARI

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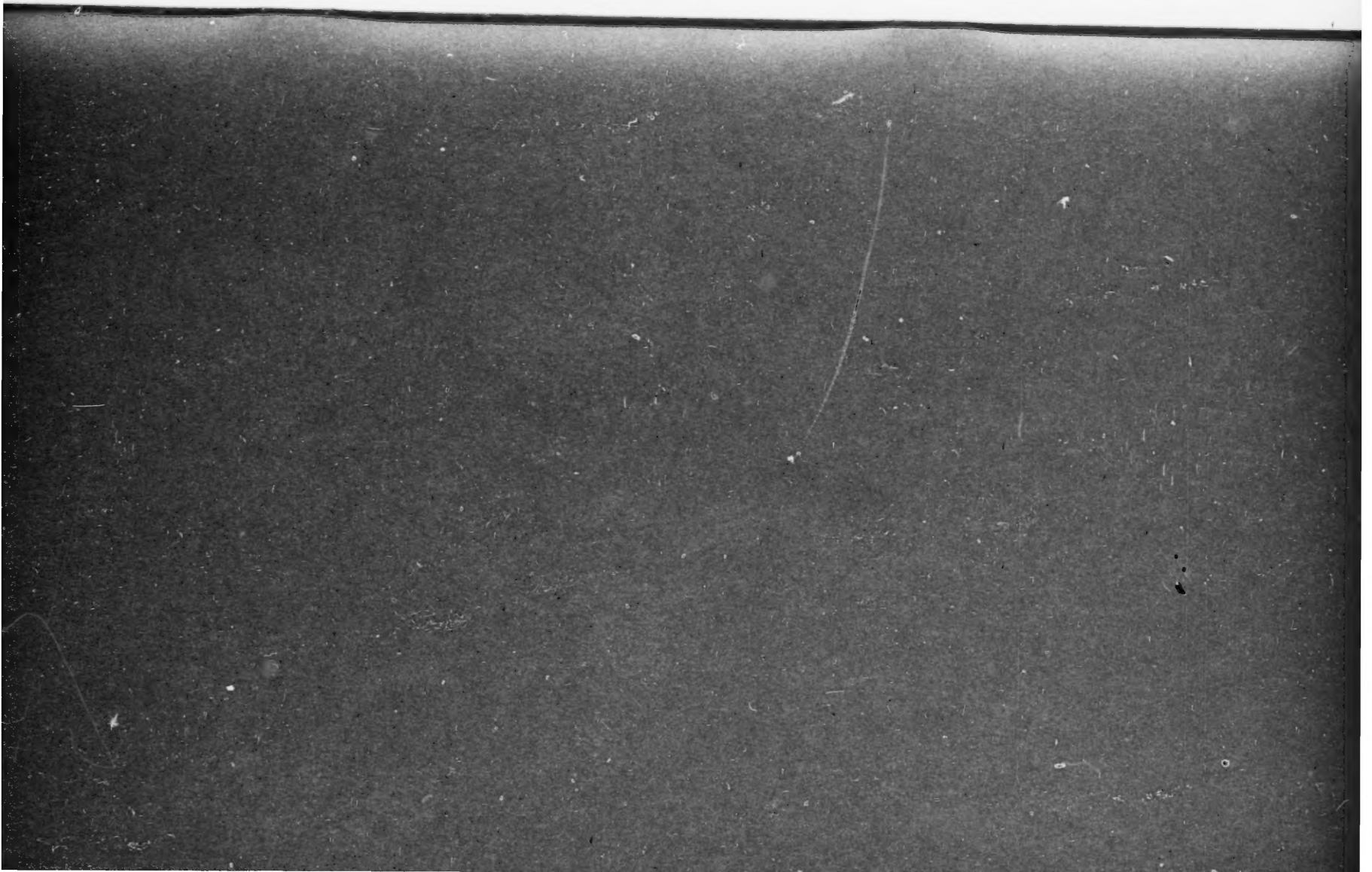

QUESTIONS PRESENTED

I.

Whether the Eighth Circuit properly declined to apply the contra insurer rule where it concluded that it was abundantly clear that Petitioner's son suffered from what laypersons would consider to be a "mental illness," giving that term its ordinary meaning.

II.

Whether the Eighth Circuit, in the case before it, properly declined to announce that the federal common law of ERISA adopts or incorporates the contra insurer rule, where it concluded that it was abundantly clear that Petitioner's son suffered from what laypersons would consider to be a "mental illness," giving that term its ordinary meaning.

STATEMENT PURSUANT TO RULE 29.1

The parent of Respondent The Lincoln National Life Insurance Company is Lincoln National Corporation. The Lincoln National Life Insurance Company has no subsidiaries other than wholly-owned subsidiaries.

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STATEMENT OF THE CASE

Petitioner Robert P. Brewer was a participant in an employee welfare benefit plan, which provided health care benefits through a group policy of insurance issued by Respondent Lincoln National Life Insurance Company ("Lincoln National"). Petitioner's son, Robert C. Brewer ("Rob") was hospitalized under a psychiatrist's care on three occasions for treatment of "severe affective mood disorder." The hospitalizations were prompted by Rob's exhibiting signs of depression and destructive and self-destructive behavior. He had thoughts of suicide, reported hearing "voices" and was a disciplinary problem at school and home. He was treated with a combination of psychotherapy and prescription medication, lithium carbonate and Nardil. Pet.App. A-12, A-13, 730 F.Supp. at 294; Pet.App. A-2, 921 F.2d at 152. Lincoln National paid benefits in accordance with its policy provisions for treatment of mental illness. Petitioner claims Rob's illness had an organic basis and that the "mental illness" limitation is therefore inapplicable. Suit was originally filed as an action on an insurance contract, but Petitioner amended to claim entitlement to benefits and other relief under the Employee Retirement Income Security Act (ERISA), 29 U.S.C. § 1132.

One Lincoln National policy was in effect during Rob's first two hospitalizations, and a second policy was in effect during the third hospitalization. The first policy limited reimbursable charges "for treatment of mental illness(es), functional nervous disorder(s) of any type or cause, substance abuse, alcoholism, or for psychiatric or psychoanalytic care for any reason." The second policy did not use the terms "psychiatric or psychoanalytic

care" but limited payment for care or treatment of "mental illness." Pet.App. A-11, A-12, 730 F.Supp. at 294; Pet.App. A-2, 921 F.2d at 152.[1] Lincoln National paid for Rob's hospitalizations and the care of the psychiatrist, Dr. Larocca, in accordance with its policy provisions for treatment of mental illness. When Rob was seen by other physicians, including an internist, neurologist, and gastro-intestinal specialist, during the course of his hospitalizations, Lincoln National paid those charges under its major medical provisions, without any limitation. Trial Transcript at 174.

Petitioner argued at trial that severe affective mood disorder, also known as manic depression, was a biological disorder rather than a "mental illness" and that all charges for Rob's treatment should be paid without any limitation for treatment of mental illness. He also contended that the treatment provided to Rob was not "psychiatric care," since the medication could have been prescribed by a family physician or internist.

Petitioner presented no evidence tending to show that laypersons usually classify illnesses by origin or that the average layperson would regard Rob Brewer's condition as anything other than a mental illness. In fact, Petitioner admitted that he had never heard of the alleged link between chemical imbalance and depression

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[1] References are to Petitioner's Appendix, as well as to the published memorandum of the District Court, *Brewer v. Lincoln National Life Insurance Company*, 730 F.Supp. 292 (E.D.Mo. 1989), and the published opinion of the Eighth Circuit, *Brewer v. Lincoln National Life Insurance Company*, 921 F.2d 150 (8th Cir. 1990).

before Dr. Larocca explained it to him. Trial Transcript at 36. When he read the benefit booklet to determine if Rob's treatment was covered, Petitioner immediately noted the limitation for mental illness and said "it certainly sticks out at you when you read the book." Trial Transcript at 30.

In support of his position, Petitioner presented the testimony of Dr. Larocca and two other psychiatrists, Dr. Hagen and Dr. Harris. All three testified that the precise etiology of mood disorders is unknown, although there is increasing evidence that severe mood disorders have a biological basis. All three recognized, however, that the term "mental illness" is often used broadly, without regard to the origin of the condition. Dr. Larocca had approved the contents of a document distributed to patients, which advised that usually eating and mood disorders are covered under the mental health benefits in an insurance policy. Trial Transcript at 100. Dr. Hagen had himself used the term "mental illness" in an article describing mood disorders in workers who had lost their jobs. Trial Transcript at 66-68. Dr. Harris likewise recognized that the term "mental illness" is used to encompass a large number of illnesses that are biological in origin. Trial Transcript at 124. The psychiatrists agreed that the treatment provided to Rob was psychiatric care. Trial Transcript at 70, 74, 97.

The District Court concluded that Rob's treatment was "psychiatric care" within the meaning of the policy applicable to the first two hospitalizations, whether the Court relied on the expert testimony or on the plain meaning of that phrase. *Brewer v. Lincoln National Life Insurance Company*, 730 F.Supp. 292, 297 (E.D. Mo. 1989);

Pet.App. A-18. However, the Court found that Rob's condition was not a "mental illness" within the meaning of the policy applicable to the third hospitalization. The District Court's Memorandum set forth the expert testimony in some detail, 730 F.Supp. at 295-96, Pet.App. A-13 through A-16, and announced that the Court could look to state law in interpreting the plan language and that any ambiguity would be construed against the insurer in accordance with state law. 730 F.Supp. at 296-97, Pet.App. A-17, A-18. Although there was no evidence that laypersons classify illnesses according to their etiology, the District Court adopted the finding of the District Court in *Kunin v. Benefit Trust Life Ins. Co.*, 696 F.Supp. 1342, 1345 (C.D. Calif. 1988) that "mental illness is often thought of by laypersons as having nonphysical, psychological causes in the Freudian sense, as opposed to an organic basis." 730 F.Supp. at 297. Judgment was entered in favor of Petitioner and against Respondent with respect to the third hospitalization.

On appeal, the Eighth Circuit held that Missouri's contra insurer rule of construction was preempted by ERISA and was not saved as a law regulating insurance, because it was not designed to regulate the insurance industry but was simply a specific application of general state contract principles. *Brewer v. Lincoln National Life Insurance Company*, 921 F.2d 150, 153 (8th Cir. 1990), Pet.App. A-5.

The Eighth Circuit then looked to the language of the plan description, noting that ERISA requires such descriptions to be understood by the average plan participant. The Eighth Circuit observed:

> It would be improper and unfair to allow experts to define terms that were specifically written for and targeted toward laypersons. This requirement provides a source from which we may fashion a federal common law rule; the terms should be accorded their ordinary, and not specialized meanings.

921 F.2d at 154, Pet.App. A-6. The Eighth Circuit also noted:

> By focusing upon the disease's etiology, the district court considered factors that are important to experts but not to laypersons. The court thus failed to examine the term "mental illness" as a layperson would have, which is the examination we conclude ERISA and federal common law require.
>
> Robert C. Brewer's disease manifested itself in terms of mood swings and aberrant behavior. Regardless of the cause of his disorder, it is abundantly clear that he suffered from what laypersons would consider to be a mental illness.

921 F.2d at 154, Pet.App. A-7.

REASONS FOR DENYING THE WRIT

The federal common law rule which the Eighth Circuit announced and applied in this case is the principle, well established both in ERISA cases and state law contract cases, that terms should be accorded their ordinary, and not specialized meanings. 921 F.2d at 154. Because the Eighth Circuit properly gave effect to the plain meaning of the plan language, its discussion of the contra insurer rule did not determine the outcome of the case and was mere dictum.

Each Circuit which has considered the issue has concluded that state laws of contract interpretation are preempted by ERISA. *See Kanne v. Connecticut General Life Insurance Co.*, 867 F.2d 489, 494 (9th Cir. 1988) *cert. denied*, 492 U.S. 906 (1989); *McMahan v. New England Life Insurance Co.*, 888 F.2d 426, 429 (6th Cir. 1989); *Brewer v. Lincoln National Life Insurance Co.*, 921 F.2d 150, 153 (8th Cir. 1990). The broad preemption language of ERISA, 29 U.S.C. § 1144(a), and the decisions of this Court interpreting that language require that result. *See Pilot Life Insurance Co. v. Dedeaux*, 487 U.S. 41 (1987).

Petitioner relies on *Kunin v. Benefit Trust Life Insurance Co.*, 910 F.2d 534 (9th Cir.), *cert. denied*, 111 S.Ct. 581 (1990), *reh'g. denied*, 111 S.Ct. 803 (1991), an ERISA case in which the Ninth Circuit held that the contra insurer rule was applicable "regardless of whether it applies as a matter of uniform federal law or because federal law incorporates state law on this point." 910 F.2d at 540. The Eighth Circuit specifically declined to follow *Kunin* in the instant case.

However, the Ninth Circuit's subsequent decision in *Henkin v. Northrop Corp.*, 921 F.2d 864, 969 (9th Cir. 1990) appears to have limited *Kunin's* applicability. Reaffirming the holding in *Kanne* that ERISA preempts state contract interpretation law, the Court in *Henkin* cited *Kunin* for the proposition that there are "instances where preempted state law *might* be incorporated into a uniform federal rule of construction." 921 F.2d at 869. (Emphasis supplied). To date, the Ninth Circuit has not applied its reasoning in *Kunin* beyond the facts of that case, nor has any other Circuit done so.

Even in *Kunin*, the effect of the discussion of the contra insurer rule on the result reached is highly questionable. The Court in *Kunin* noted testimony indicating that "autism is not a mental illness, *in either the lay or the technical sense*." 910 F.2d at 538. (Emphasis added). Given this evidence, the Ninth Circuit, in all probability, would have reached the same result had it applied the same rule applied by the Eighth Circuit in this case: that terms should be accorded their ordinary meaning as ordinarily understood by laypersons.

In these circumstances, this case presents no issue requiring the consideration of this Court.

I. Because The Eighth Circuit Properly Found That The Condition At Issue Was A "Mental Illness" Within The Plain Meaning Of That Phrase, As It Is Understood By The Average Layperson, The Eighth Circuit's Discussion Of The Contra Insurer Rule Did Not Determine The Result In This Case And Presents No Issue Requiring The Consideration Of This Court.

The Eighth Circuit simply applied the well established principle that language in an ERISA plan is to be given its plain and ordinary meaning, as generally understood, without deference to either party. *See Burnham v. Guardian Life Insurance Company of America*, 873 F.2d 486, 489 (1st Cir. 1989) ("straighforward language in an ERISA-regulated policy should be given its natural meaning.")

Because the Eighth Circuit gave effect to the plain meaning of the language used, its discussion of the contra insurer rule is dictum only and does not create a true

conflict with the decision of any other Circuit. As a result, this case does not present an appropriate vehicle for determining whether and in what circumstances the contra insurer rule might apply, if the terms of an ERISA-regulated policy were truly ambiguous. Petitioner's entire argument is based on the erroneous premise that the phrase "mental illness" is ambiguous as applied to manic depression. The Eighth Circuit implicitly rejected that contention.

There are sound reasons for holding that the contra insurer rule is not applicable in cases governed by ERISA. ERISA preempts all state laws of contract interpretation. *Kanne v. Connecticut General Life Ins. Co.*, 867 F.2d 489, 494 (9th Cir. 1988), *cert. denied*, 492 U.S. 906 (1989). The contra insurer rule is not saved from preemption, because it does not regulate insurance but is merely a specific application of the rule that a contract will be construed against the party which drafted it. *McMahan v. New England Mutual Life Ins. Co.*, 888 F.2d 426, 429 (6th Cir. 1989). The contra insurer rule is not designed for conflict of interest situations, as Petitioner suggests. (Petition, p. 15). It shifts the burden to the drafter, regardless of whether there is any conflict of interest. The contra insurer rule of construction is not appropriate for ERISA plans. It makes no sense to adopt a rule of interpretation which differentiates between ERISA plans which provide benefits through insurance and ERISA plans which provide benefits through some other means. Rather, an ERISA plan should be interpreted according to its terms, without adopting a rule of construction favoring either party.

The outcome of this case, however, remains the same regardless of whether the contra insurer rule is adopted

in ERISA cases. The contra insurer rule comes into play only when the policy language is found to be *ambiguous*. In the present case, there was no basis for a conclusion that the term "mental illness" is ambiguous as applied to manic depression, also known as affective mood disorder. Manic depression, whatever its origin, would be identified by the average layperson as a "mental illness." It has been so described in numerous court decisions.[2] In Rob Brewer's case, the condition manifested itself in aberrations which the average layperson would view as indicative of "mental illness" – severe depression, contemplation of suicide, hearing voices, retreating into his own world, and "manic" episodes of agitated behavior.

Petitioner sought to create an ambiguity by ignoring the plain meaning of the plan language and introducing expert testimony as to psychiatrists' theories of the origins of manic depression. The District Court, apparently persuaded by that evidence, found that the term "mental illness" was ambiguous. The Eighth Circuit, however, implicitly rejected that conclusion when it looked to the plain language of the plan description, gave that language its ordinary meaning, and concluded that it was "abundantly clear" that Rob Brewer "suffered from what laypersons would consider to be a mental illness." 921

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[2] *See, e.g., United States v. Sullivan*, 544 F.2d 1052, 1054 (9th Cir. 1976) ("witnesses . . . confirmed that Sullivan suffered from manic-depressive psychosis, a mental illness". *See also Tillery v. Owens*, 719 F.Supp. 1256, 1286 (W.D.Pa. 1989), *aff'd*, 907 F.2d 418 (3rd Cir. 1990), (describing "affective or mood disorder manifested by either manic or depressive behavior" as an "incurable but treatable mental illness").

F.2d at 154, Pet.App. A-7. Because the result reached by the Eighth Circuit was based on the plain meaning of the terms used, its discussion of the contra insurer rule was not essential to its decision and the consideration of that issue in this case could result in nothing more than an advisory opinion.

Petitioner is in error in asserting that the Eighth Circuit construed an ambiguous policy term in favor of the insurer. (Petition, p. 20). There was simply no basis for a finding that the term "mental illness" was ambiguous as applied to Rob Brewer's condition, and the Eighth Circuit found no ambiguity.

Petitioner's claim that the decision lessens the protections that formerly existed for participants and beneficiaries of group health insurance policies before passage of ERISA (Petition, p. 13) is likewise erroneous. Insurers which provide health care benefits through ERISA plans must provide the mental health benefits mandated by state statute. *Metropolitan Life Insurance Co. v. Massachusetts*, 471 U.S. 724 (1985). There is no contention that the mental health benefits provided by Lincoln National's policies were less than those mandated by the applicable Missouri statute. Moreover, the effect to be given plain language is the same, whether a case arises under ERISA or under state contract law. In non-ERISA cases, plain language is always given its plain and ordinary meaning, regardless of whether some different meaning might be more favorable to the beneficiary or insured. The Courts may not create an ambiguity, nor may they rewrite the plain and unambiguous language of the contract. *See Moskowitz v. Equitable Life Assurance Society of the United States*, 544 S.W.2d 13, 20 (Mo. en banc 1976).

Petitioner's suggestion of a conflict of interest between Petitioner and Lincoln National (Petition, pp. 13-14) was not preserved below and presents nothing for review by this Court. In addition, the decision on which Petitioner relies is inapposite. The issue in *Brown v. Blue Cross and Blue Shield of Alabama, Inc.*, 898 F.2d 1556, 1563 (11th Cir. 1990), was the standard of review applicable where the plan gives the administrator broad discretion to interpret the plan but the administrator also pays the benefits and thus has a potential conflict of interest with the plan participant or beneficiary. The Eleventh Circuit held that while the arbitrary and capricious standard applied, the conflict of interest had to be considered. That issue did not arise in this case because the plan did not give broad discretion to Lincoln National, and the standard of review applied by both the District Court and the Eighth Circuit was the *de novo* standard.

Petitioner in this case sought to narrow the ordinary meaning of "mental illness" by interpreting the plan language in a technical sense, relying on expert testimony which would classify illnesses according to their etiology, and attempting to limit "mental illness" to an illness without an organic basis, although no such limitation appeared in the policy. Since, according to one of plaintiff's experts, every major psychiatric illness known to man can be said to have an organic basis or is suspected of the same, Petitioner's approach would completely nullify the "mental illness" limitations in the plan.

Petitioner's approach is inconsistent with ERISA and the policies behind it. As the Eighth Circuit noted, the meaning of terms used in an ERISA plan cannot be made to depend upon the specialized interpretation which

would be given them by psychiatrists or other members of the medical professions. The average person cannot be expected to interpret his ERISA plan in psychiatrist's terms. ERISA specifically requires summary plan descriptions, such as Petitioner's benefit booklet, to be "written in a manner calculated to be understood by the average plan participant." 29 U.S.C. § 1022(a)(1). A participant or beneficiary is not held to knowledge of technical meanings of terms when the technical meaning would defeat coverage. In the same way, a participant or beneficiary may not rely on technical, specialized meanings to create coverage which is not provided by the plain meaning of the plan language.

It would make no sense to require plan sponsors and administrators to prepare summary plan descriptions in the language normally used by plan participants and then to interpret that language in the technical sense in which it might be understood by some members of a particular profession. Such interpretation could only have the effect of encouraging plan sponsors to use technical, specialized language, contrary to the intent of the statute, as well as to its explicit directive.

Petitioner in this case sought to construe the plan language in a manner contrary to the way it would be understood by the average layperson, in order to obtain a benefit which the average layperson would not expect, based on the plain language of the plan. Because the Eighth Circuit, following well established principles, simply gave effect to the plain language of the plan, this case presents no significant issue which requires determination by this Court.

II. Each Circuit Which Has Considered The Issue Has Held That State Principles of Contract Interpretation Are Preempted By ERISA; The Ninth Circuit's Conclusion In One Decision That The Contra Insurer Rule Was Nevertheless Applicable In That Case Does Not Present A True Conflict Requiring Resolution By This Court

Petitioner asserts that this Court should grant certiorari because of a conflict among the Circuits as to whether the contra insurer rule is preempted by ERISA. On the narrow issue of whether ERISA preempts state laws of contract interpretation, there is no conflict. The Ninth, Sixth and Eighth Circuits, which have considered the issue, have all concluded that it does. In *Kanne v. Connecticut General Life Insurance Co.*, 867 F.2d 489, 494 (9th Cir. 1988), *cert. denied*, 492 U.S. 906 (1989) the Ninth Circuit reversed a District Court decision which had relied on state law rules of contract construction, including the contra insurer rule. *See Kanne v. Connecticut General Life Insurance Co.*, 607 F.Supp. 899, 905 (C.D.Cal. 1985). The Ninth Circuit concluded that California's common law of contract interpretation was preempted by ERISA and was not a law regulating insurance so as to be saved from preemption. 867 F.2d at 494. The Sixth Circuit reached the same conclusion in *McMahan v. New England Mutual Life Insurance Co.*, 888 F.2d 426, 429 (6th Cir. 1989) (Kentucky's contra insurer rule was preempted by ERISA),[3] as did the Eighth Circuit in the present case.

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[3] After determining that the contra insurer rule did not apply, the Sixth Circuit concluded that the plan language was unambiguous. *McMahan, supra*, 888 F.2d at 430. The Eighth Circuit implicitly reached the same conclusion in this case.

Brewer v. Lincoln National Life Insurance Company, 921 F.2d 150, 153 (8th Cir. 1990) (Missouri's contra insurer rule was preempted by ERISA).

Petitioner relies on *Kunin v. Benefit Trust Life Insurance Co.*, 910 F.2d 534 (9th Cir. 1990), *cert. denied*, 111 S.Ct. 581 (1990), *reh'g. denied*, 111 S.Ct. 803 (1991). There the Ninth Circuit, while recognizing the breadth of ERISA's preemption provisions, held "that the rule of *contra proferentum* applies *to the case at bar*, regardless of whether it applies as a matter of uniform federal law or because federal law incorporates state law on this point." 910 F.2d at 540. (Emphasis supplied.)

While the Ninth Circuit found it unnecessary in *Kunin* to specify the precise basis for its holding, its subsequent decision in *Henkin v. Northrop Corp.*, 921 F.2d 864, 869 (9th Cir. 1990) appears to eliminate the possibility that the state law contra insurer rule might be incorporated into federal law. Attempting to harmonize *Kanne* and *Kunin*, the Ninth Circuit held:

> The contract interpretation law of California is not a law that "regulates insurance," and is therefore preempted by ERISA. *Kanne v. Connecticut Gen. Life Ins. Co.*, 867 F.2d 489 (9th Cir. 1988), *cert. denied*, ___ U.S. ___, 109 S.Ct. 3216, 106 L.Ed.2d 566 (1989). There are, of course, instances where preempted state law might be incorporated into a uniform federal rule of construction, *see Kunin v. Benefit Trust Life Ins. Co.*, 910 F.2d 534 (9th Cir. 1990) . . .

To date, the Ninth Circuit's application of the contra insurer rule in ERISA cases has been limited to the particular circumstances of the *Kunin* case, and the language in both *Kunin* and *Henkin* suggests that it may have no

application beyond that case. No other Circuit has adopted the contra insurer rule in ERISA cases, either as a uniform rule of construction or on any other basis.

The Eighth Circuit expressly declined to follow the *Kunin* court's reasoning and to apply the contra insurer rule. 921 F.2d at 154, n.2. However, because the Eighth Circuit gave effect to the plain meaning of the language used, its opinion does not create a true conflict with the decision in *Kunin*. Even in *Kunin*, the discussion of the contra insurer rule was unnecessary to the Court's conclusion. There was evidence in that case that laypersons, including families of autistic individuals, did not consider autism to be a "mental illness." *Kunin, supra*, 910 F.2d at 536. Accordingly, the result in that case would be the same if the plan language were given its plain and ordinary meaning.

No court has concluded that the type of treatment rendered in this case is anything other than "psychiatric care," nor is there any basis for such a conclusion. *See, Simons v. Blue Cross & Blue Shield*, 144 A.D.2d 28, 536 N.Y.S.2d 431, 434 (1989) ("The plain, ordinary meaning of psychiatric care is the sort of treatment, such as electroshock therapy and psychotropic medication, rendered to a patient who has been admitted to a psychiatric ward to attend to his or her psychiatric disorder.")

The fact that various courts have reached different conclusions concerning whether particular conditions constitute a "mental illness" merely demonstrates that each case must be determined according to the particular condition and plan language involved as well as the

particular circumstances of each case. In *Kunin*, the condition in question was autism, a developmental disability which the Court concluded would not generally be regarded by laypersons as a mental illness. In *Arkansas Blue Cross & Blue Shield, Inc. v. Doe*, 22 Ark.App. 89, 733 S.W.2d 429 (1987), which involved manic depression, both plaintiff and defendant took the position that the terms used in the policy were to be interpreted according to the meaning given them by experts in the field. 733 S.W.2d at 432. That is not the criterion used in ERISA cases, and that case did not involve an ERISA plan. The court in *Rosenthal v. Mutual Life Insurance Co.*, 732 F.Supp. 108 (S.D.Fla. 1990) simply declined to grant summary judgment and did not reach the ultimate question whether manic depression was a mental illness. The *Rosenthal* case did not focus on the plain meaning of the language used but on the use of the term "mental disorder" in the Diagnostic and Statistical Manual of Mental Disorders, DSM-III-R. 732 F.Supp. at 110.

In *Equitable Life Assurance Society v. Berry*, 212 Cal.App.3d 832, 260 Cal.Rptr. 819 (1989), the court did give effect to the plain language of the policy and concluded that every reasonable layman would regard manic depressive illness as a mental disease. In the instant case, amicus curiae solicits this Court to decree that treatment of manic depression be covered under all ERISA plans without regard to any limitation for "mental illness." Such a result is not possible under ERISA.

Whether any ERISA plan provides health care benefits for any particular condition necessarily depends upon the language of the plan. The Eighth Circuit followed the established principle that courts must give effect to the

language of the welfare benefit plan at issue in each case, and its decision presents no issue requiring consideration by this Court. Accordingly, the Petition for Writ of Certiorari should be denied.

CONCLUSION

For the foregoing reasons, this case does not present questions requiring the consideration of this Court, and the Petition for a Writ of Certiorari to review the judgment and opinion of the Eighth Circuit should be denied.

Respectfully submitted,

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